



STATE OF TENNESSEE
Department of Human Services

REQUEST FOR PROPOSALS #34513-12719
CHILD ENFORCEMENT SERVICES - 27TH JUDICIAL DISTRICT
AMENDMENT # 1

DATE: March 20, 2019

RFP # 34513-12719 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 28, 2019
2. Disability Accommodation Request Deadline	2:00 p.m.	March 5, 2019
3. Notice of Intent to Respond Deadline	2:00 p.m.	March 6, 2019
4. Written "Questions & Comments" Deadline	2:00 p.m.	March 13, 2019
5. State Response to Written "Questions & Comments"		March 20, 2019
6. Response Deadline	2:00 p.m.	March 27, 2019
7. State Completion of Technical Response Evaluations		April 10, 2019
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	April 11, 2019
9. Negotiations		April 12, 2019 through April 16, 2019
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 19, 2019
11. End of Open File Period		April 26, 2019
12. State sends contract to Contractor for signature		May 1, 2019
13. Contractor Signature Deadline	2:00 p.m.	May 15, 2019

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall **NOT** be construed as a change in the actual wording of the RFP document.

	PAGE #	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
1	5	RFP 3.1.1.2	<p>3.1.1.2 requires Respondents to use a 12-point font for text.</p> <p>Please confirm that Bidders may use a smaller font in graphics, tables, organizational charts, etc., provided all graphic text is legible when the graphic is alongside or within the proposal response pages.</p>	Respondent may use smaller than 12 pt. font for graphics, tables, and organizational charts, provided all text is legible.
2	6	A7.d	<p>The solicitation states, "as of the end of the Contract Year 1 the total amount of child support disbursed shall be one percent (.03%) higher than the total amount disbursed for the 27th JD during the period.</p> <p>Please confirm that as of the end of Contract Year 1 the total amount of child support disbursed shall be 0.3% higher than the total amount disbursed for the 27th Judicial District during the period December 1, 2018 through November 30, 2019</p>	The Pro Forma A.7.d will be amended from 1% to .03%. See Section 3 of this Amendment.
3	10	A. 28	Will the State consult the Contractor before adjusting required staff levels and services and fixed monthly payments for increases or decreases in the volume of cases and the case work? See, pro forma Contract Section A.28	Yes.
4	13	A.52	<p>Section states: Computers and Peripheral Equipment.</p> <p>The State will provide the Contractor the required computers to access TCSES. The Contractor shall not install additional software on devices connected to the State network unless approved in advance and in writing by the State.</p> <p>The Contractor shall utilize the computers and software furnished by the State to provide child support enforcement services. Further, it is the State's intention that only State supplied equipment shall be used by the Contractor to access the State network.</p> <p>With the exception of multi-function devices and wireless cellular data networking cards which will be provided by the State, the Contractor shall supplement peripheral equipment as deemed necessary by the Contractor, at the Contractor's expense. The Contractor shall ensure that Contractor-supplied equipment is compliant with the</p>	The State will maintain MS Office versions consistent with the versions approved for use in the States Enterprise Architecture.

	PAGE #	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
			<p>technical environment described by the Tennessee Information Resources Architecture.</p> <p>Can the state confirm: Will the State maintain the software MS Office versions on the computers furnished by the State?</p>	
5	18	RFP Attachment 6.2 –Section A	<p>RFP Attachment 6.2, Section A.8 limits technical responses to 200 pages, except maps, graphs, financial statements, charts included as an appendix will not count against the page limit.</p> <p>Please confirm that the 200- page limit does not apply to the following items as well:</p> <p>Tabs and Divider Sheets</p> <p>RFP Forms (Attachments 6.1 and 6.2)</p> <p>Section A-Mandatory Required Items responses and required attachments (band/credit references, credit report, and insurance certificate)</p> <p>Key People Resumes</p> <p>Table of Contents and Transmittal Letter</p> <p>Sample communication material and assessment tools;</p> <p>Reference letters (Bank and Credit)</p> <p>Certificate of Insurance</p> <p>Financial Institution's Letter of Commitment</p>	<p>The State can confirm that the items listed in the question will not be included in relation to the 200 page limit for narrative responses. However, resumes and position descriptions will be included in the 200 page limit.</p>
6	54	D.20	<p>The Solicitation states: "The State and Contractor shall comply with obligations under [HIPAA]....The State and the Contractor will sign documents, including but not limited to business associate agreements."</p> <p>Under HIPAA, a Covered Entity/Hybrid Entity is required to execute a Business Associate Agreement (BAA). Will the State provide a copy of a Business Associate Agreement (BAA) at the time of contract award?</p>	<p>Any Business Associate Agreement to be used under this solicitation's resulting contract will be provided to the successful respondent subsequent to contract award.</p>
7	(none)	Exhibit 1	<p>Can the State please confirm the correct performance ratios for Collection on Current Support, for FFY-2014 through FFY 2017 is as follows instead of the amount listed:</p> <p>2014 - 61.38%</p> <p>2015 - 62.07%</p> <p>2016 - 62.52%</p> <p>2017 - 60.28%</p>	<p>The Exhibit 1 (Continued)</p> <p>Statewide Performance ratios for the past 5 federal fiscal years are as follows: will be amended. See Section 4 of this Amendment.</p> <p>2014 – 57.25%</p> <p>2015 – 57.72%</p> <p>2016 – 58.12%</p> <p>2017 – 56.68%</p> <p>2018 - 56.37%</p>

	PAGE #	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
8		RFP Attachment 6.2, A.8., page 18	<p>This requirement limits an offeror's response to 200 pages, but allows for certain documents to be included in an appendix and not counted against the 200 page limit. Please confirm that the 200 page limit applies to the narrative responses required and that the following, which may or not be included in an appendix, do not count against the page count:</p> <ul style="list-style-type: none"> • Tabs and Divider Sheets • Required Forms (Attachments 6.1 and 6.2) • Reference Letters (Bank and Credit) • Credit Reporting Agency Document • Certificate of Insurance • And any other stand-alone documents the RFP requires <p>Also, please confirm that using the 12 point font refers to the offeror's proposal narrative and that a smaller font can be used for graphics, tables, exhibits, as long as the text is legible.</p>	<p>The State can confirm that the items listed in the question will not be included in relation to the 200 page limit for narrative responses. However, resumes and position descriptions will be included in the 200 page limit.</p> <p>Respondent may use smaller than 12 pt. font for graphics, tables, and organizational charts, provided all text is legible.</p>
9		Section 2.1, p. 5	<p>Would the State consider a <u>four-month</u> extension to the schedule in order to prevent potential instability in the provision of child support services for this district? Under the current schedule, the Notice of Intent to Award is scheduled for April 19, 2019. <u>This is more than seven months before the contract start date of December 1, 2019.</u> If there is a change in contractor, the incumbent will have to administer the services for more than seven months with a lame-duck staff which may cause excessive turnover. Similarly, the new contractor may have to deal with a shortfall in the initial complement of experienced staff because of the uncertainty caused by the length of this transition period. A four-month extension would still allow for a transition period greater than three months, which is more than adequate for a district of this small size.</p>	<p>An extension cannot be considered. There are no contractual agreements that prevent the vendor awarded from contacting the current vendor to discuss staffing.</p> <p>Upon expiration of the current contract for Judicial District 27, the current vendor shall assist the State to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of their contract.</p>
10		Section A.5.c.ii, p.4	<p>Does the current contractor use one or more private process servers? If yes, how much is the contractor spending for private process service?</p>	<p>Judicial District 27 does not use a private process server. All service is currently through the Sheriff's Office.</p>
11		Section A. 28, contract pp. 9 and 10	<p>Please clarify the apparent conflict in staffing standards in this section. It specifies a mandatory</p>	<p>Section A.28 sets forth the acceptable staffing requirement of 8 full-time employees. The Contractor should use best efforts to ensure no vacancies during the term of the Contract, but in</p>

	PAGE #	RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
			staffing level of 8 FTEs but a subsequent sentence states that the vacancy rate for full-time staff shall not fall below 6 FTEs over any three-month period. Six FTEs is 25 percent less than 8 FTEs. To keep from creating a situation in which staffing falls to 75 percent of the mandatory level, would the State consider mandating 8 FTEs and requiring that the staffing level not fall below 7 FTEs for more than one month in any calendar quarter?	no event shall the staffing level fall below 6 fulltime employees in any consecutive 3-month period.
12		Section A. 28, contract p. 10	Please clarify the meaning of: "The vacancy rate for full-time staff shall not fall below 6 full-time employees over any 3-month period." Does this mean: 1) At no time over any 3-month period shall the staffing level fall below 6 FTEs; 2) the average number of FTEs at month-end shall not fall below 6 FTEs over any 3-month period; or 3) something else?	<p>Section A.28 sets forth the acceptable staffing requirement 6 full-time employees. The Contractor should use best efforts to ensure no vacancies during the term of the Contract, but in no event shall the staffing level fall below 6 fulltime employees in any consecutive 3-month period.</p> <p>Excepting approved subcontracted staff described in Section A.3 of Attachment 6.6 – <i>Pro Forma</i> Contract, neither staff who are not direct employees of the Contractor, nor staff on unpaid leave shall be considered in determining the staffing level.</p>

3. Delete Section A.7.d of RFP Attachment 6.6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

Total Disbursed Child Support Collections. As of the end of Contract Year 1 the total amount of child support disbursed shall be a **third of one percent (0.3%)** higher than the total amount disbursed for the 27th Judicial District during the period December 1, 2018 through November 30, 2019. For each subsequent Contract Year, the increase in total amount of child support disbursed compared to the amount disbursed during the previous Contract Year, shall equal or exceed the percentage specified in the following table:

Contract Year	Minimum Increase Required
December 1, 2019 – November 30, 2020	0.3%
December 1, 2020 – November 30, 2021	0.3%
December 1, 2021 – November 30, 2022	0.4%
December 1, 2022 – November 30, 2023	0.45%
December 1, 2023 – November 30, 2024	0.5%

4. Delete Exhibit 1 (Continued) of this RFP in its entirety and insert the following in its place.

Statewide Performance ratios for the past 5 federal fiscal years are as follows:

	FFY-2014	FFY-2015	FFY-2016	FFY-2017	FFY-2018
Paternity Est.	98.39%	96.98%	97.33%	96.22%	95.64%
Cases With Orders	81.43%	83.44%	83.99%	84.44%	85.08%
Coll. On Current Supp.	57.25%	57.72%	58.12%	56.68%	56.37%
Coll. On Arrears Cases	6.53%	6.35%	6.31%	5.80%	5.52%

Total disbursed collections Statewide for the past 5 federal fiscal years:

FFY-14: \$628,338,708.70
FFY-15: \$632,705,996.78
FFY-16: \$638,602,763.49
FFY-17: \$618,177,378.33
FFY-18: \$611,505,721.32

5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.